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PREPARED BY AND RETURN TO:
CIANFRONE, NIKOLOFF, GRANT, GREENBERG & SINCLAIR, P.A.
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DUNEDIN, FL 34698

CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MARTIN'S GARDENS

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on FEBRUARY 17, 2015, by the approval of not less than two-thirds (2/3) of the members, the Declaration of Covenants, Conditions and Restrictions of Martin's Gardens, as recorded in O.R. Book 22524, Page 418, et seq. in the Public Records of Hillsborough County, Florida, be, and the same is hereby amended as follows:

The Declaration of Covenants, Conditions and Restrictions of Martin's Gardens is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Covenants, Conditions and Restrictions of Martin's Gardens."

IN WITNESS WHEREOF, MARTIN'S GARDENS HOMEOWNERS ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 17TH day of FEBRUARY, 2015.

MARTIN'S GARDENS HOMEOWNERS ASSOCIATION, INC.

By: [Signature], President
Printed Name

[Signature]
BRIAN ROSE, Secretary
Printed Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17TH day of FEBRUARY, 2015, by JASON STARLING and BRIAN ROSE, President and Secretary, respectively, of Martin's Gardens Homeowners Association, Inc.. They are personally known to me or have provided N/A and _____ as identification, and did not take an oath.

[Signature]
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



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SCHEDULE OF AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MARTIN'S GARDENS

**ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS....**

1. ARTICLE V, ASSESSMENTS, Section 1, Assessments Established, subsection (a), of the Declaration shall be amended to read as follows:

(a) ~~An annual~~ A quarterly assessment, as provided in Section 2 of this Article;
and

2. ARTICLE V, ASSESSMENTS, Section 2, of the Declaration shall be amended to read as follows:

Section 2. ~~Annual~~ Quarterly Assessments. The ~~annual~~ quarterly assessments shall be due on ~~January 1 of each year~~ January 1, April 1, July 1 and October 1 of each year. The ~~annual~~ assessments shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and Occupants, including (i) the operation, management, maintenance, repair, servicing, renewal, replacement and improvements of the Common Area required to be maintained by the Association, including the Surface Water Management System Facilities, monitoring and maintenance of any wetland mitigation areas until the Southwest Florida Water Management District determines that the area is successful in accordance with the Environmental Resource Permit, and the establishment of reserve accounts for all such items; and (ii) the cost of labor, equipment, materials, management and supervision of the Common Area required to be maintained by the Association; and (iii) all other general activities and expenses of the Association. The frequency of assessments is subject to change pursuant to Section 5 below.

3. ARTICLE V, ASSESSMENTS, Section 5, Amount, of the Declaration shall be amended to read as follows:

Section 5. Amount. At least thirty (30) days before the end of each fiscal year, the Board shall prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing fiscal year. If such budget requires ~~an~~ total annual assessment of one hundred fifteen percent (115%) or less of the ~~total annual~~ total assessments for the fiscal year then ending, the assessment so proposed shall take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. However, if such budget requires ~~an annual~~ a total annual assessment that is more than one hundred fifteen percent (115%) of the ~~total~~ total annual assessment then in effect, the Board shall call a membership meeting on not less than fifteen (15) days prior notice for the purpose of approving such increase.

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A majority of the votes, pursuant to Article IV, Section 2, of those Members present and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. If the proposed assessment is disapproved, a majority of the Members voting shall determine the ~~annual~~ total assessments for the next ensuing fiscal year, which may be in any amount not exceeding that stated in the meeting notice. Each total annual assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the annual assessment then in effect automatically will continue for the ensuing year in the same manner as assessed the previous year.

3. ARTICLE VIII, GENERAL PROVISIONS, Section 6, Amendment, of the Declaration shall be amended to read as follows:

Section 6. Amendment. The provisions of this Declaration will run with and bind the Properties, and will inure to the benefit of and be enforceable by the Association for so long as the Properties are used in whole or in part as a residential community, and in all events, for at least twenty-five (25) years following the date this Declaration is recorded, after which time they shall be automatically extended for successive period of ten years. This Declaration may be amended by the majority of the owners of those present and voting, in person or by proxy, at a duly called meeting of the membership ~~an instrument signed by officers of the Association, and approved by Members entitled to vote not less than two thirds (2/3) of the votes of members pursuant to Article IV, Section 2 hereof.~~ No amendment shall be effective which shall impair or prejudice the rights or priorities of the Declarant, or any Institutional Mortgagee without the specific written approval of the Declarant, or Institutional Mortgagee affected thereby. Any amendment affecting the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities shall have the prior written approval of the Southwest Florida Water Management District. During the first five years after execution hereof, Declaration may amend this Declaration by recording an instrument stating such amendments, for the sole purpose of complying with requirements of the Federal Housing Administration, Veterans Administration, or Southwest Florida Water Management District or other governmental agency.